

**IFB-07-01-FTZ**  
**NOTICE TO INTERESTED PARTIES**  
**IMPORTANT PLEASE READ BEFORE DOWNLOADING**

This solicitation is provided to you for information purposes and is not an official document unless you register your company.

If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided you register your company by phone, fax or email for this specific solicitation.

To register your company, please provide the information specified under "Registration". If you do not register your company, any applicable Addenda will not be sent to you, and your offer will be automatically rejected and not considered for award.

**REGISTRATION:**

Phone No.: (808) 586-9312  
FAX No.: (808) 586-2526  
E-Mail Address: [bids@dbedt.hawaii.gov](mailto:bids@dbedt.hawaii.gov)

Provide the following information:

⊕ Name of Company	⊕ Mailing Address
⊕ Name of Contact Person	⊕ Telephone Number
⊕ Facsimile Number	⊕ Solicitation Number

**THERE ARE TWO WAYS TO RECEIVE A COPY OF THIS SOLICITATION:**

**1. Request a copy of this Solicitation to be mailed or delivered:**

Phone No.: (808) 586-9312  
FAX No.: (808) 586-2526  
E-Mail Address: [bids@dbedt.hawaii.gov](mailto:bids@dbedt.hawaii.gov)

Provide the following information:

⊕ Name of Company	⊕ Mailing Address
⊕ Name of Contact Person	⊕ Telephone Number
⊕ Facsimile Number	⊕ Solicitation Number
⊕ Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)	

**2. Download this solicitation from the following pages provided you register your company as stated above.**

**STATE OF HAWAII**

**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB 07-01-FTZ**

Sealed bids will be received up to and publicly opened at 11:00 a.m. (HST)

on

**August 31, 2006**

in the Administrative Services Office/Contracts, No. 1 Capitol District, 250 S. Hotel St., 5th Floor, Room 504, Honolulu, Hawaii, 96813.

Questions relating to this bid solicitation may be directed to Ms. Eileen Harada, phone (808) 586-9312 or facsimile (808) 586-2526.

## TABLE OF CONTENTS

Notice to Bidders .....	4
Introduction, Significant Dates, Official Contact Person.....	7
Specifications .....	9
Bid Preparation .....	19
Bid.....	28
Exhibits:	
OFFER-OF-1 .....	Exhibit A
Tax Clearance Application .....	Exhibit B
DLIR Application .....	Exhibit C
Hawaii Administrative Rules.....	Exhibit D
Certificate for Final Payment (SPO Form 22) .....	Exhibit E

## NOTICE TO BIDDERS

SEALED BIDS will be received up to and publicly opened at 11:00 a.m., HST, August 31, 2006, in the Administrative Services Office/Contracts, Department of Business, Economic Development, and Tourism (DBEDT), STATE of Hawaii, No. 1 Capitol District, 250 South Hotel Street, 5th Floor, Room 504 Honolulu, Hawaii, 96813 for:

### FOREIGN-TRADE ZONE DIVISION

Solicitation No. IFB-07-01-FTZ

Pursuant to the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, the State of Hawaii Department of Business, Economic Development, and Tourism (DBEDT) Foreign-Trade Zone Division is soliciting bids for Air Conditioning Maintenance Services.

#### Project Description:

Provide the FTZ No. 9 with Air Conditioning Maintenance Services. Under this solicitation, the CONTRACTOR shall provide Air Conditioning Maintenance Services for sixty-three (63) individual air conditioning units three (3) chiller units, and two (2) fresh air handler units for a period of one (1) year with a possibility of two (2) one-year extensions.

#### Requirements:

All written questions must be submitted to the DBEDT/Administrative Services Office/Contracts by 4:00 p.m., Hawaii Standard Time (HST) on August 21, 2006.

**All prospective bidders are encouraged to attend a non-mandatory pre-bid conference scheduled for 9:30 A.M., HST on August 16, 2006 at the FTZ Conference Room, No. 202. Attendance is not mandatory, but potential bidders are encouraged to attend the meeting. Costs relating to attendance at the meeting shall be the responsibility of the attendee and shall not be reimbursed by the STATE.**

Bid documents may be obtained from the Administrative Services Office/Contracts, DBEDT at the address described above between the hours of 8:30 a.m. to 11:30 a.m. and 1:30 p.m. to 4:00 p.m., Monday through Friday, except for STATE holidays or at DBEDT website at [www.hawaii.gov/dbedt/info/bidfiles](http://www.hawaii.gov/dbedt/info/bidfiles) and State website [www4.state.hi.us/bidapps](http://www4.state.hi.us/bidapps). All interested parties must register with said office at the time a bid document is requested. **PLEASE NOTE: REGISTRATION IS MANDATORY.**

All bids must comply with the Invitation for Bids (IFB). Bidders are encouraged to carefully read the IFB. Bids must be submitted on the Offer Form included in the IFB **with an original signature. If possible, blue ink is preferred.**

All bids must comply with the Hawaii Administrative Rules (HAR) Section 3-122-112 (Exhibit D). Bidder is advised that if awarded a contract under this solicitation, Bidder shall, upon award of the contract, furnish proof of compliance with the requirements of § 103D-310(c), HRS:

- 1) Chapter 237, tax clearance;
- 2) Chapter 383, unemployment insurance;
- 3) Chapter 386, workers' compensation;
- 4) Chapter 392, temporary disability insurance;
- 5) Chapter 393, prepaid health care; and
- 6) One of the following:
  - a. Be registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or
  - b. Be registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".

Eileen Harada for  
Theodore E. Liu, Director  
Department of Business, Economic Development, and  
Tourism, State of Hawaii

**CAUTION!!!!**

- 1. ALL BIDS MUST BE SUBMITTED ON DBEDT BID FORMS. FAILURE TO SUBMIT ON SUCH FORMS MAY RESULT IN DISQUALIFICATION.**
- 2. ALL INTERESTED PARTIES MUST REGISTER WITH THE DBEDT ADMINISTRATIVE SERVICES/CONTRACTS OFFICE. REGISTRATION SHALL CONSIST OF CONTACTING THAT OFFICE TO REQUEST A COPY OF THIS SOLICITATION.**
- 3. ALL WRITTEN QUESTIONS MUST BE SUBMITTED TO THE DBEDT/ADMINISTRATIVE SERVICES OFFICE/CONTRACTS BY THE DATE AND TIME INDICATED ON THE SIGNIFICANT DATES SECTION.**
- 4. ALL BIDS MUST BE RECEIVED BY THE DBEDT ADMINISTRATIVE SERVICES/CONTRACTS OFFICE BY THE DATE AND TIME INDICATED IN THE SIGNIFICANT DATES SECTION.**
- 5. BID SUBMISSIONS MUST INCLUDE AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT SUCH ORIGINAL MAY RESULT IN DISQUALIFICATION. IF POSSIBLE, AN ORIGINAL SIGNATURE IN BLUE INK IS PREFERRED.**
- 6. BIDDERS ARE CAUTIONED TO MAKE PRIOR ARRANGEMENTS TO ENSURE DELIVERY BY THE BID DUE DATE.**

**Bid and registration forms are available at the:**

**Department of Business, Economic Development, and Tourism  
Administrative Services Office / Contracts  
No. 1 Capitol District  
250 So. Hotel Street, 5<sup>th</sup> Floor, Room 504  
Honolulu, Hawaii 96813  
[www.hawaii.gov/dbedt/info/bidfiles](http://www.hawaii.gov/dbedt/info/bidfiles)**

Contact person: Eileen Harada  
808-586-9312  
[bids@dbedt.hawaii.gov](mailto:bids@dbedt.hawaii.gov)

## **INTRODUCTION, SIGNIFICANT DATES AND OFFICIAL CONTACT PERSON**

### **A. INTRODUCTION**

The FTZ is located at Pier 2. The objective of this solicitation is to provide the FTZ No. 9 with Air Conditioning Maintenance Services. Under this solicitation, the CONTRACTOR shall provide air conditioning maintenance services for sixty-three (63) individual air conditioning units, three (3) chiller units, and two (2) fresh air handler units for a period of one year with the possibility of two one-year extensions.

### **B. SIGNIFICANT DATES**

Advertising of IFB .....	August 9, 2006
Issuance of IFB .....	August 9, 2006
Pre-bid Conferences/Site Visit .....	9:30 A.M., HST, August 16, 2006
Deadline for Bidders Questions 4:00 p.m., HST, .....	August 21, 2006
Deadline for Addenda and response to Written Questions .....	August 23, 2006
Sealed Bids Due and Bid Opening.....	August 31, 2006
	No later than 11:00 a.m.

**All prospective bidders are encouraged to attend a non-mandatory pre-bid conference scheduled above at the FTZ Conference Room 202 and view the site to be maintained. Costs relating to attendance at the meeting shall be the responsibility of the attendee and shall not be reimbursed by the STATE.**

### **C. OFFICIAL CONTACT PERSON**

The official contact person for all communication regarding the IFB is:

Eileen Harada  
Department of Business, Economic Development, and Tourism  
Administrative Services Office/Contracts  
No. 1 Capitol District  
250 S. Hotel St., 5th Floor, Room 504  
Honolulu, Hawaii 96813  
Telephone: (808) 586-9312  
Email: [bids@dbedt.hawaii.gov](mailto:bids@dbedt.hawaii.gov)

Prospective Bidders shall carefully review this solicitation. Comments and questions concerning this IFB shall be made in writing and submitted by the Deadline for Bidders Questions in the Significant Dates section. This shall allow issuance of any necessary amendments to the IFB. Official responses to bidders' timely questions shall be made through written addenda and issued to all bidders who have registered with DBEDT.

**D. BONDS:** Bid, performance, and payment bonds are not required for this solicitation.

#### **E. GENERAL TERMS AND CONDITIONS (GTC)**

1. GTC, dated 4/15/96, included by reference, and copies are available at the DBEDT, Administrative Services Office/Contracts Office on Oahu and on the Internet at <http://www.hawaii.gov/dbedt/info/bidfiles>, Goods and Services.



## **AIR CONDITIONING MAINTENANCE SERVICES SPECIFICATIONS**

### **A. OBJECTIVE**

The objective of this solicitation is to provide Air Conditioning Maintenance Services to the FTZ facility at Pier 2, 521 Ala Moana, Honolulu, Hawaii. The CONTRACTOR shall provide air conditioning maintenance services for sixty-three (63) individual air conditioning units, three (3) chiller units, and two (2) fresh air handler units for a period of one year with the possibility of two one-year extensions.

**A brief informational meeting to include a site visit is scheduled for 9:30 A.M., HST on August 16, 2006 at the FTZ Conference Room, No. 202. Attendance is not mandatory, but potential bidders are encouraged to attend the meeting. Costs relating to attendance at the meeting shall be the responsibility of the attendee and shall not be reimbursed by the STATE.**

For the purposes of this solicitation, the FTZ may be referred to as "FTZ" or "STATE."

### **B. SCOPE OF SERVICES**

The CONTRACTOR shall furnish all labor, tools, equipment, materials, supplies, supervision, and all other items to satisfactorily provide air conditioning maintenance services to the FTZ warehouse facility at Pier 2. The CONTRACTOR shall provide services as follows:

#### **1. Fan Coil Units**

##### **a. Monthly Service**

- (1) Clean and clear all drip pans and flush all related condensate drain lines with nitrogen. (Note: The CONTRACTOR may be liable for water damage due to clogged drains). Install pan tablets if necessary to control algae growth;
- (2) Change all disposable air filters at least once a month; use Farr 30/30 or equal;
- (3) Lubricate and oil all fan and motor bearings and connections of dampers and vanes;
- (4) Check all drives for wear and adjust belt tension as needed. Replace belt as required;

- (5) Operate equipment to check for proper operations, unusual noise and vibration; adjust or repair all equipment and controls as required; clean up all equipment;
- (6) Check time clock for proper operation and time settings; and
- (7) Certify performance of monthly service; verbally report all discrepancies to the FTZ Officer-in-Charge (OIC) and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

b. Semi-Annual Service

- (1) Adjust alignment of bearings and sheaves; lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves;
- (2) Clean cooling coils of dirt accumulation using nitrogen, high pressure air/water, steam, or chemical coil cleaner solution;
- (3) Check pressure and temperature differential across cooling coils and log readings. Clean strainers, check vents and drains on all chilled water coils;
- (4) Clean supply and return air grilles, registers and diffusers and fresh air intake grilles and dampers and repair or replace deteriorated bird screens;
- (5) Secure all loose housing, seal leaks and perform touch-up paint work after cleaning any and all rust;
- (6) Check and calibrate all electric temperature controls; and
- (7) Certify performance of semi-annual service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

2. Three (3) Air Cooled Chillers

a. Monthly Service

- (1) Check and record entering and leaving water temperatures and pressures of chiller and submit to the FTZ a written copy of the readings within five (5) working days of taking such readings;
- (2) Check and record refrigerant compressor suction and discharge and oil pressures;
- (3) Visually check for water, refrigerant and oil leakage; correct or repair as required. Check vibration isolator mounts;
- (4) Check compressor, fan and motor bearings for abnormal temperature and unusual noise; lubricate and/or replace as required;
- (5) Adjust chilled water temperature setting for seasonal change; and
- (6) Note and run system operation through complete cycle and adjust for proper operation. Certify performance of monthly maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

b. Quarterly Service

- (1) Check chiller response at various cooling load conditions for proper operation and calibration of capacity control system;
- (2) Test and adjust “make-up” water and expansion tank; and
- (3) Certify performance of quarterly maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

c. Semi-Annual Service

- (1) Test compressor crankcase oil and replace if contaminated or submit oil test results; clean or replace strainer and oil filter;
- (2) Clean condenser coils with compressed air, nitrogen, water, steam or chemical coil cleaning solution (air cooled) or as needed;
- (3) Megger (electrical test to measure wire insulation resistance, i.e. condition) chiller/compressor motor; check starter relay and control contacts and electrical connections for tightness and clean as required;
- (4) Test and operate control switches, compressor unloading and safeties; calibrate and record settings. Adjust as required; and
- (5) Submit and certify performance of semi-annual maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

3. Ventilating Fans (Exhaust)

a. Quarterly Service

- (1) Check motor controlled and back draft dampers for proper operation; lubricate linkage for free movement;
- (2) Lubricate fan motors and bearings;
- (3) Check belt wear and tension; adjust or replace as needed;
- (4) Check sheaves for wear, replace as needed;
- (5) Check fan collar, bearings and shaft for wear, repair or replace as needed;
- (6) Replace air filters where installed; remove and wash intake grilles; and
- (7) Certify performances of quarterly fan maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a

written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

b. Semi-Annual Service

- (1) Check and clean all fan wheels and housing of dust, dirt, and grease;
- (2) Remove and wash all intake grilles and dampers and repair or replace deteriorated bird screens; and
- (3) Certify performance of semi-annual fan maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

4. Temperature Controls

a. Quarterly Service

- (1) Check control devices for proper operation, sticking stems and calibrations; repair/replace weak or broken springs and all other parts;
- (2) Check automatic dampers for tightness in closing, bent blades and defective linkage; lubricate connections for free movement and repair as required;
- (3) Adjust thermostat to maintain a comfortable room temperature; and
- (4) Certify performance of quarterly maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

5. Time clocks

a. Monthly Service

- (1) Clean contacts, replace if necessary; check and adjust time settings as directed or required; and
- (2) Certify performance of monthly maintenance service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

6. Chemical Feed System

a. Monthly Service

- (1) Check adequate chemical supply available for upcoming month. Submit for STATE approval findings in a written report;
- (2) Check for leaks. Repair as required to stop leaks. Submit for STATE approval findings in a written report;
- (3) Test and analyze sample of chilled water. Submit for STATE approval findings in a written report. The report shall include the present concentrations, biological growth, total dissolved solids and conductivity readings, and recommendations or adjustments to set points; and
- (4) Add chemicals to increase concentration as required.

7. Pumps

a. Quarterly Service

- (1) Lubricate and check pump and motor bearings for abnormal temperature and unusual noise or vibration and repair as needed;
- (2) Check packing glands and seals for excessive leakage. Adjust, tighten or replace as required; and
- (3) Certify performance of quarterly service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

b. Semi-Annual Service

- (1) Check and blow down strainer to chilled water pumps. Remove and clean strainer if excessive debris is noted;
- (2) Check condition of insulation, reinsulate as necessary;
- (3) Log suction and discharge pressures;
- (4) Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color;
- (5) Check motor coupling for alignment; mounting bolts are secure; and
- (6) Certify performance of semi-annual service; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

8. Valves, Equipment and Supports

- a. The CONTRACTOR shall exercise all equipment shut off valves annually for proper operation and tightness;
- b. Wire brush, prime and paint rust from equipment and support surface to prevent further rusting; and
- c. Certify performance of valves, equipment and supports; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.

9. Two (2) Fresh Air Handler Units

- a. The CONTRACTOR shall inspect the fresh air handler units on a semi-annual basis to ensure that said units are functioning properly;
- b. Wire brush, prime and paint rust from equipment and support surface to prevent further rusting; and

- c. Certify performance of valves, equipment and supports; verbally report all discrepancies to the FTZ OIC and correct said discrepancies as soon as possible. Submit for STATE approval a written report within five (5) working days of the services performed to include, but not be limited to, any discrepancies found and the corrective action taken.
10. The CONTRACTOR shall develop a check list for each of the activities described herein and shall submit the check list with the respective written report required for each set of activities.

**C. WORK CONDUCT**

1. General. The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best industry practices to provide services as specified herein. The CONTRACTOR shall further assure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, State, and local governmental agencies.
2. Work performance. The CONTRACTOR shall be solely responsible for the satisfactory completion of all work performed in accordance with the specifications herein.

Services shall be provided with a minimum of interruption to the regular course of operations at the FTZ Pier 2 warehouse facility. The CONTRACTOR shall perform all work in a professional manner.

3. Safe performance of work. The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services. The CONTRACTOR shall provide and use safety devices such as barricades, cones, barriers and the like, as required.
4. Protection of work and damages. The CONTRACTOR shall exercise care and shall provide all necessary protection to prevent injury and/or damage to any existing site amenities while providing roll-up door maintenance services.
5. Hazard Communication Standard. The CONTRACTOR shall adhere to all provisions of the Hazard Communication Standard as administered by the Department of Occupational Safety and Health (DOSH), State of Hawaii, pertaining to the use of hazardous chemicals at the job site. This requirement shall include, but not be limited to, the following:
  - a. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be



affixed to all toxic materials or harmful physical agents, or their containers, warning of their potential danger;

- b. The CONTRACTOR shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful physical agents at the FTZ Pier 2 warehouse facility. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure; and
- c. The CONTRACTOR's employees required to handle or use poisons, caustics, and other harmful substances shall be instructed regarding safe handling and use, and be made aware of the potential hazards, and of personal hygiene and personal protective measures required.

#### **D. QUALITY CONTROL AND INSPECTIONS**

- 1. State's Inspections. The STATE will, at its option, perform periodic, unannounced inspections. At the STATE's request, CONTRACTOR shall attend such inspections.
- 2. Liquidated damages. Liquidated damages are fixed at the sum of FIFTY AND NO/100 DOLLARS (\$50.00) for each and every calendar day the CONTRACTOR fails to perform in whole or in part, any of his/her obligations specified hereunder. Liquidated damages may be deducted from any payments due or to become due to the CONTRACTOR.

In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of this IFB, the STATE reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the prices named in the Contract and the actual cost thereof to the STATE.

In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided by law.

#### **E. TIME SCHEDULE**

- 1. Term of Contract

The term of the Contract is twelve months unless sooner terminated as hereinafter provided.

The Contract may be extended without the necessity of rebidding, for one (1) or two (2) additional twelve (12)-month periods. Any extension(s) shall be mutually agreed upon in writing at least sixty (60) days prior to expiration, provided the

Contract price remains the same or lower than the initial price bid, except for any allowable increase related to increased wages of public employees performing similar work.

**F. COMPENSATION**

1. Payment shall be made upon satisfactory completion of services or delivery of goods or services as specified herein and as determined by the STATE; and
2. Submittal by the CONTRACTOR of an original invoice plus three copies upon acceptance of the goods as described herein and approval of the original invoice by the STATE to the following address:

Department of Business, Economic Development and Tourism  
Foreign-Trade Zone No. 9  
521 Ala Moana Boulevard, Pier 2  
Honolulu, Hawaii 96813.

3. The contract shall include a maximum allowance of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for the purchase of parts required to maintain and/or repair the sixty-three (63) air conditioning units, three (3) chiller units, and two (2) fresh air handler units. Any and all equipment purchases by the CONTRACTOR require prior STATE approval.

**BID PREPARATION**  
**AIR CONDITIONING MAINTENANCE SERVICES**

**A. BID PREPARATION**

1. Bid Form, Page OF-1. Bidder is requested to submit its bid using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Bid Form, Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Bid Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the bid shall automatically be rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

2. Tax Liability. Work to be performed under this bid solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Vendors are advised that the gross receipts derived from this bid solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4 percent, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the ½ percent use tax imposed by Chapter 238, HRS.
3. Hawaii General Excise Tax License. In accordance with Section 3.1 A of the General Terms and Conditions, Bidder shall submit his/her current Hawaii General Excise Tax I.D. number in the space provided on Bid Form.
4. Bid Price. Bid price shall include all labor, equipment, transportation, all applicable taxes, and any and all other costs to be incurred to provide services as specified herein.
5. References. Bidder shall list on Bid Form at least three references for whom Bidder has performed similar services and who can, if necessary, attest to the Bidder's performance. References not specific to the services described in this IFB shall not be considered acceptable. It is expressly understood that the STATE reserves the right to seek additional references and that unfavorable references may be grounds for the rejection of any bid.
6. Offer Guaranty. A bid security deposit is not required for this bid. (Refer to Section 2.6 of the General Terms and Conditions.)
7. Notice of Intention to Bid. **Prospective bidders are not required to submit any notice of intention to bid.**

8. Submission of Bids. Bidders shall complete all pages of Bid Form and submit in a sealed envelope to:

Department of Business, Economic Development and Tourism  
Administrative Services Office/Contracts  
No. 1 Capitol District  
250 South Hotel Street, 5<sup>th</sup> Floor, Room 504  
Honolulu, HI 96813

“Solicitation No IFB-07-01-FTZ” shall be referenced on the outside of the sealed bid. Facsimiles shall not be accepted.

**Sealed bids must be received in the Administrative Services Office/Contracts, no later than the Deadline for Bids in the Significant Dates. Bids shall be time-stamped with the Administrative Services Office/Contracts time clock upon receipt. Late bids shall not be accepted. The Administrative Services Office/Contracts’ time clock shall serve as the official time.**

## **B. BIDDER QUALIFICATION**

In addition to meeting the legal and other requirements of this IFB, Bidder must meet these bidder qualification requirements to be considered for award.

1. Bidder shall have local office/representative in-place on the island of Oahu, at the time of bid opening. Bidder shall list on Bid Form the information on local office and/or responsible individual who can be contacted by the STATE on matters concerning this project.
2. This IFB is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103D and Subchapter 3-122, HAR. All Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any Bidder shall constitute admission of such knowledge on the part of such Bidder.

## **C. PREFERENCES**

The following preferences shall apply to this solicitation. The bid price shall be adjusted for evaluation purposes only based on application of these preferences in the order specified below. The contract amount of any contract awarded shall be the amount of the price offered, exclusive of the preference.

1. Taxpayer Preference. For evaluation purposes, pursuant to Chapter 103D-1008, HRS, the bidder tax-exempt price submitted in response to an IFB shall be increased by the applicable retail rate of general excises tax and the applicable use tax. Under no circumstances shall the dollar amount of the award include the

aforementioned adjustments.

2. Reciprocal. A resident offeror of the State of Hawaii may be given a reciprocal preference equal to the preference the out-of-state offeror would be given in their own state. If the out-of-state offeror's state has a preference comparable to a Hawaii preference, the reciprocal preference shall be equal to the amount the out-of-state preference exceeds the Hawaii preference.

**D. CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, Bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with any other bidder.
2. The costs which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**E. CANCELLATION OF IFB AND BID REJECTION:**

The STATE reserves the right to cancel this IFB and to reject any and all bids in whole or in part when it is determined to be in the best interest of the STATE, as provided in Section 3-122-95 through 3-122-97, HAR.

**F. BID OPENING:**

Bids shall be opened publicly, and in the presence of two or more procurement officials at the Bid Opening date in the Significant Dates section on page 7. The bid register and Bidder's bids shall be open to public inspection upon posting of the award.

All bids and other material submitted by Bidders become the property of the STATE and may be returned only at the STATE's option.

The STATE's Award, if any, will be made within ninety (90) calendar days after the opening of bids. Unless extended by mutual agreement, the bid shall remain firm for the ninety (90) day period.

## **G. DISQUALIFICATION OF BIDS**

The STATE reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the scope of services. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

Each bid shall be submitted in the format prescribed in this solicitation and all portions shall be addressed.

## **H. AWARD**

Award shall be made to the responsible Bidder with the lowest responsive bid.

## **I. CONTRACTOR REQUIREMENTS:**

### **1. TAX.**

#### **HRS Chapter 237 tax clearance requirement for award and final payment.**

Instructions are as follows:

The Awardee(s) shall be required to obtain a current tax clearance from the State of Hawaii Department of Taxation and the Internal Revenue Service prior to entering into a contract with the STATE and again to receive final payment.

The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

<http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Bidder, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

CONTRACTOR is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

## 2. DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, successful Bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [www.dlir.state.hi.us/formsall.shtml](http://www.dlir.state.hi.us/formsall.shtml). The DLIR will return the form to the Bidder who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the Bidder, and must be submitted directly to the DLIR and not to the purchasing agency. However, the certificate shall be submitted to the purchasing agency.

## 3. DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. A photo copy of the certificate is acceptable to the purchasing agency.

**Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

To obtain the Certificate, the Bidder must first be registered with BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. Other entities may also not be required to register with BREG, and it is the responsibility of the Bidder to determine whether it needs to register.

Online business registration and the Certificate are available at www.BusinessRegistration.com. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F &:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining a Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a bid otherwise responsive and responsible may not receive the award.

**J. BID AS PART OF THE CONTRACT**

This IFB and the successful bid will be part of the contract.

**K. ADDITIONS, AMENDMENTS AND CLARIFICATION TO THE GTC**

**Additions to the GTC:**

**Approvals.** Any agreement arising out of this bid may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulations, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Bids.** The solicitation may be cancelled or the bids may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All materials given to or made available to the CONTRACTOR by virtue of this contract, which is identified as proprietary, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Bidder or the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS. The Bidder shall designate in writing to the Procurement Officer those portions of its unpriced bid or any subsequent submittal that are trade secrets or other proprietary data that the Bidder desires to remain confidential, subject to Section 3-122-58, HAR, in the case of an RFP, or Section 3-122-30, HAR, in the case of an IFB. The Bidder shall submit the material designated as confidential in such manner that the material is readily



separable from the bid in order to facilitate inspection of the non-confidential portion of the bid.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, delivery, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential, or proprietary material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with Chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the bidder protests under Chapter 3-126, HAR. If the request to inspect the confidential or proprietary material is denied, the decision may be appealed to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

**Records Retention.** The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

### **Contract Price Adjustment**

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the periods of the contract, CONTRACTOR shall be obliged to provide wages not less than those increased wages.

At the release of this bid solicitation, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the CONTRACTOR may request an increase in contract price. The increase requested must result in increase in wages to the CONTRACTOR'S employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The CONTRACTOR's request for increase must meet the following criteria:

1. At the time of a request, CONTRACTOR must provide documentation demonstrating compliance with Section 103-55 HRS, i.e., its employees are being

paid no less than the known wage of the State position listed herein. Documentation shall include the employee payroll records and a statement that the employees are being utilized for this contract.

2. Request for increase must be made in writing to the STATE on a timely basis:
  - a. Request for increase during the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
  - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. CONTRACTOR shall contact the STATE designated representative to obtain the current wage information.

If the CONTRACTOR meets the above criteria in its request for contract price increases, the amount of increase shall be limited to the actual dollar increase in wages paid to the State position. The increase shall be reflected in either a change order or in the supplemental agreement issued for any extended period of the initial contract.

The CONTRACTOR shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees or the CONTRACTOR may include such notice with each paycheck furnished to the employee.

#### **Amendments to the GTC:**

**Subsection 2.1 Competency of Bidder.** Paragraph one is rescinded and replaced with the following:

“Prospective Bidder must be capable of performing the work for which offers are being called. Either before or after the deadline for a bid, the purchasing agency may require Bidder to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Bidder to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the bid. Any Bidder who refuses to answer such inquiries will be considered non-responsive.”

**Subsection 2.5 Preparation of Bidder.** Paragraph four is rescinded and replaced with the following:

“A Bidder may submit only one bid in response to a solicitation. If a Bidder submits more than one bid in response to a solicitation, then all such bids shall be rejected. Similarly, a Bidder may submit only one bid for each line item (if any) of a solicitation. If

a Bidder submits more than one bid per line item, then all bids for that line item shall be rejected.”

**Clarifications to the GTC:**

**Subsection 2.7 Certification of Bidder concerning Wages, Hours and Working Conditions of Employees Supplying Services.** Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

**GTCs Not Applicable.** Subsection 2.10 and 2.14 for the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsection 2.9 and 2.12 that apply specifically to the IFB method of source selection are not applicable to RFP's.

## **BID**

### **AIR CONDITIONING MAINTENANCE SERVICES SOLICITATION No. IFB-07-01-FTZ**

Administrative Services Office/Contracts  
Department of Business, Economic Development, and Tourism  
No. 1 Capitol District  
250 So. Hotel Street, 5th Floor, Room 504  
Honolulu, Hawaii, 96813

The undersigned has carefully read and understands the terms, conditions, and requirements specified in the Specifications, Special Provisions and General Provisions attached hereto and incorporated herein by reference, and hereby submits the following bid to perform the work specified herein, all in accordance with the true intent and meaning thereof:

The undersigned further understands and agrees to the following:

- That by submitting this bid, the undersigned is declaring that this bid is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited STATE contracts;
- That by submitting this bid, the undersigned is declaring that this bid is being made without collusion with any other person, firm, or corporation;
- Award, if any, will be made to the responsive and responsible bidder submitting the lowest total bid price;
- That liquidated damages for delays in completing the contract beyond the specified time of completion shall be based on the amount specified in the Special Provisions for each and every calendar day of delay;
- That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with all wages, hours and working conditions in accordance with Section 103-55, Hawaii Revised Statutes;
- That the Director of the Department of Business, Economic Development, and Tourism reserves the right to reject any or all bids and waive any defects when in his opinion, such rejection or waiver is made in the best interest of the public; and
- That if awarded a contract, the undersigned hereby commits to a minimum of two consultation sessions with the State.

The undersigned acknowledges receipt of any addendum issued by the Department of Business, Economic Development, and Tourism by recording in the space below the date of receipt:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

The undersigned hereby certifies that the bid hereby attached has been carefully checked and is submitted as correct.

Respectfully submitted,

\_\_\_\_\_  
Exact Legal Name of Bidder (company name)

\_\_\_\_\_  
Authorized signature (attach corporate resolution or evidence of authorization to bind)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, STATE, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Mailing Address (if different from street address)

**BIDDER INFORMATION:**

State of Incorporation: { Hawaii { Other: \_\_\_\_\_  
(Indicate where)

General Excise Tax Number \_\_\_\_\_

Federal Tax Number ID \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Insurance Coverage:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
1. Commercial General Liability (\$1,000,000 per occurrence bodily injury and property damage)	_____	_____	_____
2 Workers' Compensation	_____	_____	_____
3. Temporary Disability	_____	_____	_____
4. Unemployment Insurance: State of Hawaii Labor No.	_____	_____	_____
5. Prepaid Health Carrier	_____	_____	_____

The following bid is hereby submitted to provide Air Conditioning Maintenance Services for the Foreign-Trade Zone No. 9, Honolulu, Hawaii, as specified herein:

<u>Item Description</u>	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Total Bid Price-Tax Included</u>
1. Maintenance and Repair of A/C Units/ Chillers	\$ _____ x	480* _____ =	\$ _____
2. Emergency Repair Work	\$ _____ x	180* _____ =	\$ _____
3. Equipment Parts	\$ <u>N/A</u> x	<u>N/A</u> _____ =	\$15,000.00

**TOTAL SUM BID:** \$ \_\_\_\_\_  
(Sum of 1 through 3 above)

**\* Contractor shall be paid only for hours of actual work satisfactorily performed as determined by the STATE. Said hours shall not exceed the number of hours described for each task above.**

## REFERENCES

Listed below are names and addresses of three (3) companies or government agencies for which the undersigned has provided or is currently providing Air Conditioning Maintenance Services. It is expressly understood that the STATE reserves the right to seek additional references and that unfavorable references may be grounds for the rejection of any kind.

<u>Company</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Island of Oahu office address: \_\_\_\_\_

Island of Oahu office representative: \_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

**Preferences:**

The following preferences apply to this solicitation. A detailed discussion of each preference is included in the section entitled, "Bid Preparation." Indicate which preferences apply.

1. In-State Contractor preference:    { yes            { no

If yes, indicate State of Hawaii business street address: \_\_\_\_\_

---

If yes, attach current (issued within 45 days of bid submittal) tax clearance from the STATE of Hawaii Department of Taxation. (Note: The bidder may wish to also obtain tax clearance from the Internal Revenue Service at the same time in order to fulfill this requirement if awarded a contract.)

2. Tax Adjustment:

Are you an out-of-state business?    { yes            { no

Is your organization tax exempt?    { yes            { no

3. Reciprocal Preferences:

List your principal place of business:

---

Street address, City, State, Zip Code

Are you registered with the State of Hawaii, Department of Commerce and Consumer Affairs to do business in the State of Hawaii?    { yes            { no



**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB-07-01-FTZ**

**EXHIBIT A – OFFER FORM OF-1**

**EXHIBIT A**

Department of Business, Economic Development, and Tourism  
 Administrative Services Office / Contracts  
 No. 1 Capitol District  
 250 So. Hotel Street, 5th Floor, Room 504  
 Honolulu, Hawaii 96813

Dear Ms. Eileen Harada:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, Form 4/15/96 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check ☒ one only)

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor   ☐ Partnership   ☐ Corporation   ☐ Joint Venture  
☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

(x) \_\_\_\_\_  
 Authorized (Original) Signature

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
 Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

E-mail Address: \_\_\_\_\_

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:  
 \_\_\_\_\_

**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB-07-01-FTZ**

**EXHBIT B – TAX CLEARANCE**

STATE OF HAWAII — DEPARTMENT OF TAXATION  
**TAX CLEARANCE APPLICATION**  
PLEASE TYPE OR PRINT CLEARLY

**1. APPLICANT INFORMATION:** (PLEASE PRINT CLEARLY)

Applicant's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
DBA/Trade Name \_\_\_\_\_

**2. TAX IDENTIFICATION NUMBER(S):** (Complete applicable ID numbers)

FEDERAL EMPLOYER ID # \_\_\_\_\_  
(FEIN)  
SOCIAL SECURITY #(SSN) \_\_\_\_\_

**3. APPLICANT IS A/AN:** (CHECK ONLY ONE BOX)

- ☐ CORPORATION                      ☐ S CORPORATION                      ☐ TAX EXEMPT ORGANIZATION  
☐ INDIVIDUAL                      ☐ PARTNERSHIP                      ☐ ESTATE                      ☐ TRUST  
☐ LIMITED LIABILITY COMPANY                      ☐ LIMITED LIABILITY PARTNERSHIP  
☐ Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN \_\_\_\_\_

**4. THE TAX CLEARANCE IS REQUIRED FOR:**

- ☐ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII \*                      ☐ LIQUOR LICENSE \*  
☐ REAL ESTATE LICENSE                      ☐ CONTRACTOR LICENSE                      ☐ BULK SALES  
☐ FINANCIAL CLOSING                      ☐ PROGRESS PAYMENT                      ☐ PERSONAL  
☐ HAWAII STATE RESIDENCY                      ☐ FEDERAL CONTRACT                      ☐ LOAN  
☐ SUBCONTRACT                      ☐ OTHER \_\_\_\_\_

\* IRS APPROVAL STAMP IS ONLY FOR PURPOSES INDICATED BY ASTERISK.

**5. NO. OF CERTIFIED COPIES REQUESTED:**

**6. SIGNATURE:**

PRINT NAME

PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

SIGNATURE

DATE

TELEPHONE

FAX

**POWER OF ATTORNEY.** If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. **If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required.** Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

**PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.**

**SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS.** Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII  
IF APPLICABLE  
/ /

HAWAII RETURNS FILED  
IF APPLICABLE  
20      20      20

STATE APPROVAL STAMP

\*IRS APPROVAL STAMP

CERTIFIED COPY STAMP

7. **CITY, COUNTY, OR STATE GOVERNMENT CONTRACT:** ☐ Bid/Entering into a Contract ☐ Completion/Final Payment  
For completion/final payment of contract, please provide the name and telephone number of the contact person at the State or County Agency.  
Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

8. **LIQUOR LICENSING:** ☐ Initial ☐ Renewal ☐ Transfer-Seller ☐ Transfer-Buyer ☐ Special Event  
9. **CONTRACTOR LICENSING:** ☐ Initial ☐ Renewal  
10. **STATE RESIDENCY:** DATE APPLICANT ARRIVED IN HAWAII \_\_\_\_\_  
11. **ACCOUNTING PERIOD:** ☐ Calendar year ☐ Fiscal year ending \_\_\_\_\_  
(MM/DD)

12. **TAX EXEMPT ORGANIZATION:**  
A) Provide the Internal Revenue Code Section that applies to your exemption. \_\_\_\_\_  
B) Does your organization file federal Form 990-T, Exempt Organization Business Income Tax Return? ☐ YES ☐ NO  
13. **CORPORATION:** Parent's Corporation Name \_\_\_\_\_ FEIN \_\_\_\_\_  
14. **INDIVIDUAL:** Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_  
15. **IF YOU DO NOT HAVE A GENERAL EXCISE TAX LICENSE AND REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:**  
A) Has your firm had any business income in Hawaii prior to the Bid? ☐ YES ☐ NO  
B) Does your firm have an office, inventory, property, employees, or other representatives in the State of Hawaii? ☐ YES ☐ NO  
C) Has your firm provided any services within the State of Hawaii? ☐ YES ☐ NO  
16. **FILING THE APPLICATION FOR TAX CLEARANCE:**

The completed application may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation. Allow up to 10 to 15 business days for processing between the Department of Taxation and the Internal Revenue Service.

State Dept. of Taxation  
TAXPAYER SERVICES BRANCH  
P.O. BOX 259  
HONOLULU, HI 96809-0259  
TELEPHONE NO.: 808-587-4242  
TOLL FREE: 1-800-222-3229  
FAX NO.: 808-587-1488  
or  
830 PUNCHBOWL STREET, RM 124  
HONOLULU, HI 96813-5094

Internal Revenue Service  
WAGE & INVESTMENT DIVISION  
-TC M/S H214  
FIELD ASSISTANCE GROUP 562  
300 ALA MOANA BLVD., #50089  
HONOLULU, HI 96850  
TELEPHONE NO.: 808-539-1555  
FAX NO.: 808-539-1573  
or  
TAXPAYER ASSISTANCE CENTER  
HONOLULU:  
300 ALA MOANA BLVD., RM 1-128

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation's Forms By Fax/Mail request line on Oahu at 808-587-7572 or toll-free at 1-800-222-7572. The Tax Clearance Application, Form A-6, can be downloaded from the Department of Taxation's website ([www.hawaii.gov/tax](http://www.hawaii.gov/tax)).

----- FOR OFFICE USE ONLY -----

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials	ITEMS RECEIVED
INCOME			
GENERAL EXCISE/USE			
HAWAII WITHHOLDING			
TRANSIENT ACCOMMODATIONS			
RENTAL MOTOR /TOUR VEHICLE			
UNEMPLOYMENT INSURANCE			
OTHER TAXES			

**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB-07-01-FTZ**

**EXHBIT C – DLIR APPLICATION**



STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**INSTRUCTION SHEET FOR FORM LIR#27 APPLICATION FOR  
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

**Purpose**

The State and County Government Purchasing Offices require vendors to submit a completed copy of this certificate. **Page 1 of this application becomes the Certificate of Approval.** Facsimiles and copies of this approval form are proof of compliance. This certificate applies to the Hawaii Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care programs.

Applications are available at the addresses below and can be downloaded from the Department of Labor and Industrial Relations' (DLIR) web site ([www.hawaii.gov/labor](http://www.hawaii.gov/labor)). From the DLIR web site, Form LIR#27 is listed under the Unemployment Insurance Division and Disability Compensation Division.

**DO NOT SUBMIT THIS PAGE**

Approved, Not Applicable, or Pending certificates are valid for 6 months.

Date submitted to the DLIR \_\_\_\_\_ (for your use)  
Allow up to a total of seven (7) business days for processing.

**FILING INSTRUCTIONS FOR THE  
APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR  
Form LIR#27 (Rev. 10/05)**

**SUBMIT** (mail, fax, or deliver) completed application only to the Department of Labor and Industrial Relations, Unemployment Insurance Division\*.

\*Unemployment Insurance Division  
830 Punchbowl Street, Room 437  
Honolulu, Hawaii 96813  
Ph: (808) 586-8926  
Fax: (808) 586-8929

**INQUIRIES** regarding the status of an application submitted seven (7) business days earlier should be directed to the **Disability Compensation Division\*\*** (Workers' Compensation, Temporary Disability Insurance, and Prepaid Health programs).

\*\*Disability Compensation Division  
830 Punchbowl Street, Room 209  
Honolulu, Hawaii 96813  
Ph: (808) 586-9200  
Fax: (808) 586-9206

The **Approved, Not Applicable, or Pending** certificate of approval will be faxed to the applicant by the Disability Compensation Division. **Non-compliant** applicants will receive Form LIR#27A instructing the applicant to contact the appropriate program(s).



STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
FORM LIR#27 APPLICATION FOR  
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR

1. APPLICANT INFORMATION: (Please Type or Print Clearly)

*Applicant's Business Name			
Address	City	State	Zip Code
DBA/Trade Name			

\* Business name must be the same name submitted with the applicant's bid or proposal.

2. IDENTIFICATION NUMBER(S): (Complete Applicable ID Numbers)

State Department of Labor Unemployment Insurance ID#	Federal Employer ID# (FEIN)
--	-----------------------------

3. EMPLOYERS: If you have a State Department of Labor Unemployment Insurance ID#, please skip question 3 only:

Do you currently have employee(s) working in the State of Hawaii?	Do you plan to have employee(s) work in the State of Hawaii?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

SEE INSTRUCTION SHEET FOR FILING INSTRUCTIONS. Failure to provide above required information on this application will result in a denial of this request. Unsigned applications will not be processed.

4. SIGNATURE:

Signature	Date	Telephone No. ( )	Fax No. ( )
Print Name	PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor		
Email Address			

NOTE: If this application is stamped "PENDING", another LIR#27 must be submitted when employees are performing services in the State to determine compliance with the State of Hawaii labor laws. Approval constitutes a certificate of compliance with labor laws based on information available to the Department as of the approval date.

THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

Facsimiles and copies of this approval form are proof of compliance.

FOR OFFICE USE ONLY		Department of Labor and Industrial Relations Approval Stamp
DLIR Log No.	Date Received	

This certificate is valid for SIX (6) MONTHS from the approval date.



**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB-07-01-FTZ**

**EXHBIT D – HAWAII ADMINISTRATIVE RULES**

resources and expertise available, or the ability to obtain them, in order to meet contractual requirements;

- (3) References for the determination of a satisfactory record of performance;
- (4) References for the determination of a satisfactory record of integrity;
- (5) Legal qualifications to contract with the State; and
- (6) Additional information necessary for a determination of responsibility. [Eff 12/15/95; comp 11/17/97; comp  
APR 1 8 2005 ] (Auth: HRS §§103D-202, 103D-310) (Imp: HRS §103D-310)

S3-122-110 REPEALED. [R 7/25/02]

S3-122-111 Notice of intent to offer. (a) When required by the solicitation, a prospective offeror shall file a written notice of intent to offer, subject to the following:

- (1) The notice shall be received not less than ten days prior to the deadline for receipt of offers.
- (2) The notice may be submitted by facsimile, pursuant to section 3-122-9, and the date of receipt as evidenced by the procurement officer's transaction receiving report, shall determine timeliness of the notice.

(b) A notice of intent to offer may be waived in the case of a single offer when the procurement officer determines that acceptance is in the best interest of the public and the basis for the acceptance is explained in the written determination. [Eff and comp

APR 1 8 2005 ] (Auth: HRS §§103D-202, 103D-310)  
(Imp: HRS §103D-310)

S3-122-112 Responsibility of offerors. (a) The offeror, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, 103D-303, 103D-304, 103D-305 or 103D-306, HRS, shall provide:

- (1) A tax clearance certificate from the department of taxation and the Internal Revenue Service, subject to section 103D-328,

HRS, current within six months of issuance date;

- (2) A certificate of compliance for chapters 383, 386, 392, and 393, HRS, from the department of labor and industrial relations, current within six months of issuance date; and
- (3) A certificate of good standing from the business registration division of the department of commerce and consumer affairs, current within six months of issuance date.

(b) In lieu of the above certificates, offeror may make available proof of compliance through a State Procurement Office designated certification process.

(c) For the purpose of this section, a business registered to do business in the State as a separate branch or division means a business that is required to be registered with the department of commerce and consumer affairs.

(d) All state and county procurement officers or agents shall withhold final payment of a contract made pursuant to sections 103D-302, 103D-303, 103D-304, or 103D-306, and shall not apply to any contract of less than \$25,000 or any contract entered into pursuant to section 103D-305 or 103D-307, until receipt of:

- (1) A tax clearance certificate from the director of taxation and the Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date; and a certification from the contractor affirming that the contractor has, as applicable, remained in compliance with all laws as required by this section. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS; or
- (2) Proof of compliance as provided in subsection (b).

(e) This section shall not apply to any contract to the extent it jeopardizes federal funding. [Eff and comp APR 18 2005 ] (Auth: HRS §§103D-202, 103D-310) (Imp: HRS §103D-310)

§§3-122-113 to 3-122-115 (Reserved).

#### SUBCHAPTER 14

**STATE OF HAWAII**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
***FOREIGN-TRADE ZONE DIVISION***

**AIR CONDITIONING MAINTENANCE SERVICES**

**SOLICITATION No. IFB-07-01-FTZ**

**EXHBIT E – CERTIFICATE FOR FINAL PAYMENT (SPO FORM 22)**

**Reference:** \_\_\_\_\_  
(Contract Number) \_\_\_\_\_  
(IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, \_\_\_\_\_ (Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Date: \_\_\_\_\_